

BOC Credit Card (International) Limited Virtual Card User Circular

This User Circular provides general descriptive information on the use of BOC Virtual Card for your reference. For the meaning of terms and expressions used in this User Circular, please refer to the Credit Card User Agreement/Credit Card Agreement (“User Agreement”).

1. The Cardholder needs to take reasonable steps to keep the personal identification number (PIN) secret to prevent fraud:
 - (i) Destroy the original printed copy of the PIN immediately after memorizing the PIN. Never to write down the PIN on anything usually kept with or near the record of the Virtual Card account number. Do not write down or record the PIN without disguising it. Change the PIN regularly but do not use easily accessible personal information such as identity card number, telephone numbers or date of birth as PIN. Do not use the PIN for accessing other services (for example, connection to the internet or accessing other websites). Do not disclose the PIN to any person.
 - (ii) The Virtual Card and the PIN shall only and exclusively be used by the Cardholder and the Cardholder shall not allow anyone else to use the Virtual Card and the PIN. Immediately upon being notified by the Company of the issue of a Virtual Card account number, the Cardholder shall sign and return to the Company an acknowledgement of receipt of such notification and if so required by the Company activate the Virtual Card account number by other means according to the instructions of the Company.
 - (iii) The Cardholder shall use the Virtual Card in accordance with the procedures, instructions and/or security advice from time to time issued by the Company.
 2. In the event of that the Virtual Card account number and/or PIN has been lost or stolen or when someone else knows or unauthorized used the PIN, the Cardholder shall report to the Company immediately upon discovery of the same through the 24-hour hotline number (852) 2544-2222 and to the police, which report shall then be confirmed in writing within 24 hours or such other period as the Company may prescribe from time to time, the receipt thereof to be acknowledged by the Company, and/or to complete such other procedures as may be prescribed by the Company from time to time.
 3. The Cardholder shall report to the Company any unauthorized and erroneous transactions and query entries appearing on the Statement within 60 days from the date of the Statement through means as detailed in the Statement, failing which, the Company shall be entitled to treat the transactions stated in the Statement as true and correct in all respects.
 4. The Cardholder may have to bear a loss when the Virtual Card has been used for an unauthorized transaction before the Cardholder has reported to the Company that the Virtual Card/PIN has been lost or stolen or that someone else knows the PIN. Subject to Clause 2 above and provided that the Cardholder has acted in good faith and with due care (including without limitation taking the precautions under Clause 1 and reporting loss, theft and/or unauthorized use of the Virtual Card in accordance with Clause 2) and has not acted fraudulently or with gross negligence, the liability of the Cardholder for loss, theft or unauthorized use of the Virtual Card shall not exceed the maximum amount of HK\$500 or such other amount (subject to the applicable laws and regulatory directive) as notified by the Company to the Cardholder from time to time.
5. The Cardholder shall be liable for all losses if he/she has acted fraudulently. The Cardholder may be held liable for all losses if he/she has acted with gross negligence, failed to report to the Company after having found that his or her Virtual Card has been lost or stolen or failed to observe the provisions of Clauses 1 and 2 above or such other requirements as may be stipulated by the Company from time to time in safeguarding the Virtual Card and/or the PIN, or if the unauthorized use of the Virtual Card involves the use of his or her PIN with or without his/her knowledge. The Cardholder shall also indemnify the Company in full in respect of any expenses and losses suffered or incurred by the Company in relation thereto.
 6. All fees and charges which will apply, including the annual fee, any charges relating to cash advances (including any handling charge and any additional cash advance fee), any late payment charge, etc., the basis of determining the relevant fees and charges, the method of applying exchange rates and/or levies to transactions in foreign currencies or cross-border transactions, the basis on which interest or finance charges will be determined and when they will be payable, including the APR, the length of the interest free period, the timing when interest or finance charges will start to accrue on the outstanding balance arising from the use of the Virtual Card, and the period over which such interest or finance charges will be levied are provided in Fees Schedule and Key Facts Statement. The Cardholder shall ensure that he/she is aware of and understands the interest, fees and charges referred to in the User Agreement, Fees Schedule and Key Facts Statement.
 7. To cancel the recurring payment instruction(s), such as mobile phone monthly service fee, the Cardholder should contact the relevant merchant(s) to take necessary action accordingly.
 8. Merchant refund amount is not counted as a payment of the current statement balance, the refunded amount shall be credited only to the outstanding balance of the next statement.
 9. The Company's rights of set-off:
The Cardholder irrevocably authorizes the Company at any time and from time to time to combine and set off all or any of the accounts of Cardholder with the Company without prior notice.
 10. Debit Authorization:
The Cardholder irrevocably authorizes and instructs Bank of China (Hong Kong) Limited (the “Bank”) with which he/she may have account(s) to debit and pay to the Company the credit balance of such account(s) or any part thereof (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of his/her liability to the Company without prior notice to the Cardholder upon request of the Company.
 11. Complaint procedures against merchants:
In the event that any Cardholder is being unfairly treated by the merchants when using the Virtual Card, such Cardholder

should record the details of the relevant merchant and the incident and inform the Company by telephone and/or in writing. The Cardholder should provide the Company with the Virtual Card account number and contact telephone number of such Cardholder to enable the Company to maintain record to contact the Cardholder and follow up with respect to such complaints.

12. Complaint procedures against the Company:
In the event that any Cardholder wishes to express any opinion on the operating procedures or any staff of the Company, such Cardholder should record the details of the relevant information and inform the Company by telephone or in writing. The Cardholder should provide the Company with the Virtual Card account number and contact telephone number of such Cardholder to enable the Company to maintain record to contact the Cardholder and follow up with respect to such complaints.
13. This User Circular may be revised by the Company at any time and from time to time. Copy of the current version is available at the principal place of business of the Company or on the Company's website at www.bochk.com/creditcard.
14. This User Circular is written in both English and Chinese. In case of conflict or deviation in interpretation, the English version shall prevail. In the event of any inconsistency between the terms and conditions stated herein and the relevant User Agreement, that User Agreement shall prevail.